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ORIGINAL

APR 5 1 37 PM '00  
ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

**OFFICIAL FILE  
ILLINOIS COMMERCE COMMISSION**

April 5, 2000

Ms. Donna Caton, Chief Clerk  
Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, Illinois 62794-9280

Re: Request for Approval No. 00-0123

Dear Ms. Caton,

Pursuant to the order entered by the Commission on March 29, 2000 in the above-referenced matter, enclosed please find for filing with the Commission an original and three copies of the Negotiated Interconnection Agreement between GTE Wireless of the Midwest, Inc. and Ameritech Illinois.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Manager-Regulatory Affairs

Enclosures

**INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM  
UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

Dated as of <sup>December</sup> ~~November~~ 16, 1999

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of Ameritech Illinois**

and

**GTE Wireless of the Midwest Incorporated**

CHIEF CLERK'S OFFICE

APR 5 1 37 PM '00

ILLINOIS  
COMMERCE COMMISSION

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**INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM  
UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement for a Commercial Mobile Radio Service ("CMRS") under Sections 251 and 252 of the Act ("Agreement"), is effective as of the \_\_\_\_\_ day of November, 1999 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Illinois ("Ameritech") and GTE Wireless of the Midwest Incorporated, an Indiana corporation with offices at One GTE Place, Alpharetta, Georgia 30004, on behalf of itself and Rockford MSA Limited Partnership and Illinois RSA 1 Limited Partnership ("Carrier").

WHEREAS, Ameritech is a duly authorized carrier engaged in providing Telecommunications Service in the State of Illinois;

WHEREAS, Carrier is a duly authorized CMRS provider in designated portions of the State of Illinois; and

WHEREAS, Ameritech and Carrier have agreed to Interconnect their respective facilities for the exchange of certain traffic as provided herein and consistent with the Telecommunications Act of 1996 (the "Act");

WHEREAS, the parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, Ameritech and Carrier hereby covenant and agree as follows:

**1. DEFINITIONS**

Capitalized terms used in this Agreement will have the meanings set forth in Schedule 1 or as defined elsewhere in this Agreement. The Parties acknowledge that terms may appear in this Agreement that are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

**2. INTERPRETATION AND CONSTRUCTION**

All references to Sections, Attachments and Schedules shall be deemed to be references to Sections of, and Attachments and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference

only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third-party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

### 3. INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

3.1 Scope. This Section 3 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Access Traffic between the Parties' respective business and residential Customers. Section 3 also describes other services offered by Ameritech to establish such Interconnection. Nothing in this Agreement shall require Ameritech to transport InterLATA traffic.

#### 3.2 Interconnection Points and Methods.

3.2.1 *Generally.* Pursuant to Section 251(c)(2) of the Act, Carrier and Ameritech shall Interconnect their networks at Ameritech's Central Office Switches and Carrier's Mobile Switching Centers for the transmission and routing of Local Traffic and Access Traffic within a LATA. Ameritech will provide to Carrier and Carrier will provide to Ameritech those services and other arrangements (collectively, "Services") described herein which are necessary to establish the physical connection and interchange of traffic in connection with Carrier's services.

3.2.2 *Facilities.* Except as provided in Section 3.2.4, if Carrier selects Ameritech as its provider of interconnection facilities, interconnection shall be accomplished through Ameritech-provided Type 2 Facilities. Carrier may maintain its existing Type 1 facilities but may only provide new facilities using Type 2A or 2B service.

3.2.3 *Type 2 Facilities.* Carrier will obtain Type 2A and Type 2B Facilities for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier, as set forth in Schedule 3.2.

3.2.4 *Type 1 Facilities.* Carrier may maintain and add new trunks to existing trunk groups in order to fully utilize its existing Type 1 Facilities for the purpose of interchanging calls between Customers of Ameritech and Customers of the Carrier. However, Carrier may not establish new Type 1 trunk group facilities after the Effective Date of this Agreement.

3.2.5 *Ordering and Maintenance.* Parties shall follow the ordering options, standard intervals, maintenance, joint testing, and repair standards set forth in Ameritech's intrastate Access Tariff.

3.2.6 *Additional Engineering, Labor and Miscellaneous Services.* Additional engineering, additional labor and miscellaneous services for Services provided herein shall be provided by Ameritech at the same rates, terms, and conditions as those set forth in Ameritech's intrastate Access Tariff.

3.2.7 *Points of Interconnection.*

(1) Land-to-Mobile Direction. The Point of Interconnection ("POI") for Telecommunications Service provided for herein in the Land-to-Mobile direction shall be the Carrier's MSC or designated point of termination within the LATA. Carrier shall establish a single POI within each LATA where Carrier seeks to provide local service. Ameritech shall only be required to interconnect to such single POI.

(2) Mobile-to-Land Direction-Local. The POI for local Telecommunications Service provided for herein in the Mobile-to-Land direction shall be Ameritech's Tandem(s) or End Office Switch(es), as appropriate.

(3) Mobile-to-Land Direction-IXC. The POI for Interexchange Traffic provided for herein in the Mobile-to-Land direction shall be Ameritech's Access Tandem.

3.2.8 *Technical Specifications.* Bellcore Technical Publication GR-CORE-000145 describes the practices, procedures, specifications and interfaces generally utilized by Ameritech and is listed herein to assist the Parties in meeting their respective responsibilities.

3.2.9 *Billing.* Nonrecurring and recurring rates for Type 2 Facilities are set forth in Schedule 3.2.

3.3 Modifications. Where the authorized service territory of Carrier or Ameritech is modified after the effective date of this Agreement, the terms and conditions of this Agreement may be modified by Ameritech or Carrier to recognize the extent of such modified service territory.

3.4 Signaling.



3.4.1 CCS signaling shall be used by the Parties to set up calls between the Parties' networks. Carrier shall connect with Ameritech for CCS directly or through a third party provider.

3.4.2 The following publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling (but are not intended to exclude other pertinent publications):

(1) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks Signaling.

(2) Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications.

3.4.3 Parties directly or, where applicable, through their third-party provider, will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

3.4.4 If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

3.5 CCS/SS7 Billing. Ameritech shall provide CCS signaling. Carrier shall pay for such CCS signaling in the Mobile-to-Land direction as set forth in Ameritech's intrastate Access Tariff.

#### **4. TRANSMISSION AND ROUTING OF LOCAL TRAFFIC**

4.1 Scope of Traffic. This Section 4 prescribes parameters for trunk groups (the "Local Trunks") to be used for the Interconnection described in Section 3 for the transmission and routing of Local Traffic between the Parties' respective Customers.

4.2 Trunk Group Architecture and Traffic Routing. The Parties shall configure one-way Local Trunks between Carrier's switch and Ameritech's Tandem(s) and/or end office(s) over the physical Interconnection arrangements as follows:

- 4.2.1 Within sixty (60) days of the Effective Date, the Parties will jointly develop a Migration Plan to convert existing two-way trunks to one-way trunks.
  - 4.2.2 Local Trunks shall be configured as set forth in Section 6.1. No Party shall terminate Access Traffic over the Local Trunks.
  - 4.2.3 Each Carrier MSC shall interconnect to each Ameritech Tandem in each LATA.
  - 4.2.4 Type 2A traffic routed in the Mobile-to-Land direction must be routed through the Ameritech Tandem that directly serves the Ameritech End Office which sub-tends that Tandem as identified in the Local Exchange Routing Guide ("LERG") and Carrier is responsible for delivering the traffic to the appropriate tandem based on the LERG.
  - 4.2.5 Only those NXX codes served by an End Office may be accessed through a direct connection to that End Office.
  - 4.2.6 When used in the Mobile-to-Land direction, the Type 2A Facility may also be used to transport Information Services Traffic to Ameritech.
- 4.3 Direct Trunking of Mobile-to-Land Traffic. Carrier shall transport traffic in the Mobile-to-Land direction to Ameritech's tandem. Notwithstanding anything to the contrary contained in this Section 4, if the traffic from Carrier's Network to any Ameritech End Office at any time exceeds the CCS equivalent of one DS1 (i.e. 500 busy hours CCS), the Parties shall, within thirty (30) calendar days of the occurrence meet to review available traffic studies, trunk group architecture and traffic routing relating to this Mobile-to-Land traffic. Both Parties shall explore options for Carrier to reduce tandem traffic that is terminated to a particular Ameritech end office to less than 500 busy hours CCS. If the Parties are unable to agree upon a solution acceptable to Ameritech within thirty (30) calendar days of the meeting, Carrier shall at its expense, within sixty (60) days after the thirty day period establish new or augment existing one-way trunk groups from Carrier's network to the applicable Ameritech end office.
- 4.4 Direct Trunking of Land-to-Mobile Traffic. Ameritech shall transport Land-to-Mobile traffic to Carrier's MSC, or, in the event carrier has no MSC in the LATA, to Carrier's designated point of termination within the LATA as described in 3.2.6.

4.5 Reports. Carrier shall use reasonable, good faith efforts to install actual measurement capability to record traffic which terminates to it by June 30, 2000. Carrier shall provide Ameritech with at least thirty (30) days advance written notice before such actual measurement capability is operational. Such actual measurement capability shall provide a level of detail at least as specific as that provided by the reports referenced in Section 4.5.1 and Section 4.5.2. Until such capability is installed, Carrier may purchase from Ameritech at the rates set forth in Schedule 4.5 the following reports and shall use such reports for billing purposes.

4.5.1 Type 2 Ameritech Originating Traffic Report. A report showing traffic originating on Ameritech landline facilities and terminating on Carrier's facilities.

4.5.2 Transit Traffic Report - Mobile to Land. A report showing traffic originating from Carrier and transiting through Ameritech's network and terminating to a LEC, ILEC or CMRS provider.

Sample copies of these reports are set forth in Schedule 4.5. Carrier agrees to accept such reports as an accurate statement of traffic exchanges between the Parties, subject to Carrier's right to audit the reports. Carrier's right to audit shall be waived if not exercised within one hundred eighty (180) days of receipt of the report. Carrier shall not disclose information in these reports without Ameritech's written consent. Ameritech shall use reasonable, good faith efforts to provide requested reports to Carrier within sixty (60) days of the close of the period covered by such report.

4.6 Measurement and Billing.

4.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on calls that originate on its network carried over the Local Trunks.

4.6.2 In both the Land-to-Mobile direction and the Mobile-to-Land direction, measurement of Telecommunications traffic billed hereunder shall be as described in Schedule 3.2.

**5. TRANSMISSION AND ROUTING OF ACCESS TRAFFIC**

5.1 Scope of Traffic. This Section 5 prescribes parameters for certain trunk groups ("Access Trunks") to be used for Interconnection specified in Section 3 for the transmission and routing of Access Traffic between Carrier's Customers and Interexchange Carriers.

## 5.2 Trunk Group Architecture and Traffic Routing.

- 5.2.1 Except as provided for in Section 5.2.4, Access Trunks shall be used solely for the transmission and routing of Access Traffic to allow the Carrier's Customers to connect to or be connected to the Interexchange trunks of any Interexchange Carrier which is connected to Ameritech's Tandem.
- 5.2.2 The Access Trunks shall be two-way trunks connecting an MSC with an Ameritech Access Tandem utilized to route Access Traffic within a given LATA.
- 5.2.3 The Parties shall jointly determine which Ameritech Access Tandem will be subtended by each Carrier MSC for Access Traffic. Except as otherwise agreed by the Parties, Ameritech shall allow each Carrier MSC to subtend the Access Tandem nearest to that MSC and shall not require that a single Carrier MSC subtend multiple Access Tandems, even in those cases where such MSC serves multiple Rate Centers.
- 5.2.4 When used in the Land-to-Mobile direction, Type 2A Facilities may be used by Carrier to receive calls from an Interexchange Carrier that has Switched Access Feature Group D service at the same Tandem.
- 5.2.5 When used in the Mobile-to-Land direction, Type 2A Facilities may be provided to an Ameritech Tandem to transport calls from Carrier's premises to an IXC's Switched Access Feature Group D service at the same Tandem. This arrangement requires a separate Type 2 trunk group. Carrier will provide Ameritech with documentation of a business agreement between Carrier and each such IXC for the delivery of such calls. The Carrier will also provide to Ameritech, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from the Carrier premises using the Type 2A service.

## 5.3 Services.

This Section 5.3 only applies if Carrier transports Mobile-to-Land traffic to an IXC through an Ameritech access tandem.

- (a) Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (the "MECAB") document SR-BDS-000983, Issue 6, dated February, 1998, the Parties shall provide to each other the switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. If the procedures in the MECAB document are amended or modified, the

Parties shall implement such amended or modified procedures within a reasonable period to time. The Parties agree to provide this data to each other at no charge.

(b) Each Party shall implement the "Multiple Bill/Single Tariff" option in order to bill the IXC for each Party's own portion of jointly provided telecommunications service.

#### 5.3.1 Data Format and Data Transfer.

(a) Necessary billing information will be exchanged on magnetic tape or, when available, via electronic data transfer using the EMR format.

(b) Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

(c) Ameritech shall provide to Carrier, on a daily basis the Switched Access Detail Usage Data (category 1101XX records) no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover) using EMR format. Ameritech and Carrier shall use best efforts to utilize electronic data transfer.

(d) When Ameritech records on behalf of Carrier and Switched Access Detail Usage Data is not submitted to Carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Carrier is delayed in billing the IXC, late payment charges will be payable by Ameritech to Carrier. Late payment charges will be calculated on the total amount of late payment charges will be payable by Ameritech to Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of .000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

(e) If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing the IXC, late payment charges will be payable by Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of .000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

#### 5.3.2 Errors or Loss of Access Usage Data.

(a) Errors may be discovered by Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) business days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

(b) In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

## 6. TRUNKING

6.1 Generally. The Parties shall establish one-way trunks between their networks. Within sixty (60) days of the Effective Date, the Parties will jointly develop a Migration Plan to convert existing two-way trunks to one-way trunks. These trunks shall separately carry Land-to-Mobile and Mobile-to-Land traffic. All trunk groups shall be provisioned and maintained at a P.01 grade of service.

6.1.1 Carrier shall be responsible for provisioning two separate trunks groups between its MSCs and Ameritech's network for Mobile-to-Land traffic. The two trunks groups shall separately carry the following types of traffic:

- (1) a trunk group for traffic from Carrier to Ameritech for Local and intraLATA calls;
- (2) a trunk group for traffic from Carrier to Ameritech for calls routed to an Interexchange Carrier.

6.1.2 Ameritech shall be responsible for provisioning a separate trunk group between its network and Carrier's MSCs for Local, Ameritech-originated Land-to-Mobile traffic at Ameritech's cost regardless of switch type.

6.1.3 During the time period where two-way trunks exist, the Parties shall prorate all recurring facility charges based on the ratio of 19:81 (Land-to-Mobile traffic: Mobile-to-Land traffic). This ratio may be updated on a rolling six month basis upon the request of either party. Such update shall be based on the results of a joint traffic study.

6.1.4 The Parties shall each pay the Digital Trunk Channel activation charges as set forth in Schedule 6.1.4.

**7. NXX RATING**

7.1 Generally. NXX Rating shall be at the Tandem or MSC.

7.2 Reverse Billing.

- (a) Carrier does not utilize Reverse Billing and as of the Effective Date of this Agreement, Reverse Billing shall not be available to Carrier for new NXX codes.

**8. RECIPROCAL COMPENSATION**

8.1 Generally. Subject to the limitations set forth below, Ameritech shall compensate Carrier for the Transport and Termination of Land-to-Mobile Local Traffic originated on Ameritech's network and Carrier shall compensate Ameritech for the Transport and Termination of Mobile-to-Land Local Traffic originated on Carrier's network. The rates for reciprocal compensation are set forth in Schedule 8.1, Figures 1 and 2.

8.2 Origination and Termination Points. For purposes of defining Local Traffic under this Agreement, the origination point and the termination point on Ameritech's network shall be the End Office serving the calling or called party. The origination point and the termination point on Carrier's network shall be the cell site or base station which services the calling or called party at the time the call begins.

8.3 Regulatory Approval. The rates set forth on Schedule 8.1 and Schedule 9.1 and the trunking provisions of Section 6 shall become effective upon approval by the Commission or the FCC under Section 252 of the Act ("Rate Effective Date").

8.4 Traffic Not Subject to Reciprocal Compensation. Traffic which is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the rates set forth in Schedule 8.4. Reciprocal Compensation shall not apply to:

8.4.1 Multiparty Traffic;

8.4.2 Non-CMRS Traffic;

- 8.4.3 Traffic which does not qualify as Local Telecommunications Traffic, including, but not limited to, interMTA traffic and interstate access "roaming" traffic;
  - 8.4.4 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;
  - 8.4.5 Traffic which originates on a Party's physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP point of presence. Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that originated on its network that is routed to the other Party.
  - 8.4.6 Paging Traffic;
  - 8.4.7 Reverse Billing Traffic;
  - 8.4.8 Type 1 Traffic; and
  - 8.4.9 Any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission.
- 8.5 InterMTA Traffic. For purposes of this Agreement, the Parties agree that three percent (3%) of the traffic between their networks in each direction is InterMTA. This percentage may be changed upon the approval of a jointly developed traffic study. This joint traffic study shall be conducted upon either parties' request, but no more frequently than once every six (6) months.

## 9. SPECIALIZED TRAFFIC

### 9.1 Transit Service.

9.1.1 Although not required under the Telecommunications Act of 1996, Ameritech will provide Transit Service to Carrier on the terms and conditions set forth in this Section 9.

9.1.2 Definition. Transit Service means the delivery by Ameritech of Local Traffic originated from Carrier to a third party LEC, ILEC, or CMRS provider over the Local Trunks.

#### 9.1.3 Terms and Conditions.

- (1) Transit Service will be provided only at Ameritech's Tandem switches.



- (2) Carrier acknowledges that it is a Carrier's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of Transit Service to and from Carrier.
- (3) Carrier acknowledges that Ameritech has no responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or origination of any Transit Service to and from Carrier. Ameritech reserves the right to not pay such charges on behalf of Carrier.
- (4) Carrier acknowledges that Ameritech has no responsibility to pay Carrier for traffic which originates from a third party LEC, ILEC, or CMRS provider and which Ameritech transports to Carrier.

9.1.4 Payment Terms and Conditions. In addition to the payment terms and conditions contained in other Sections of this Agreement, Carrier shall compensate Ameritech for Transit Service as follows:

- (1) Carrier shall pay Ameritech for transit traffic that Carrier delivers over the Local Trunks to Ameritech at the rate specified in Schedule 9.1.
- (2) In those cases in which Ameritech is obligated to pay any third party LEC, ILEC, or CMRS provider for terminating traffic originated by Carrier, Carrier shall pay Ameritech: (i) those additional charges or costs, including any switched access charges, which such terminating third party LEC, ILEC, or CMRS provider levied on Ameritech for the delivery or termination of Transit Services; and (ii) Ameritech's billing and collection costs associated with billing Carrier for those third party charges.
- (3) Carrier shall not default bill Ameritech for unidentified traffic terminating to Carrier, unless otherwise provided for in this Agreement.
- (4) While the Parties agree that it is the responsibility of each third party LEC, ILEC or CMRS provider to enter into arrangements to deliver Transit Traffic to Carrier, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the date on which either Party has entered into an arrangement with such third party LEC, ILEC or CMRS provider to deliver Transit Traffic to Carrier Ameritech will deliver and Carrier will terminate

Transit Traffic originated from such third party LEC, ILEC or CMRS provider at the rate specified in Schedule 9.1. Notwithstanding the above, Carrier agrees to use commercially reasonable efforts to enter into agreements with such third party LEC, ILEC, or CMRS providers for the exchange of Transit Traffic.

9.1.5 Direct Trunking of Mobile to Land Traffic. If traffic from Carrier's network to any end office, tandem or MSC of any third party LEC, ILEC or CMRS provider at any time exceeds 500 busy hours CCS (i.e., the practical engineering capacity of a DS1) Carrier shall, within a reasonable period of time of such occurrence not to exceed six (6) months, use reasonable, good faith efforts to establish new or augment existing trunk groups from Carrier's network to the applicable end office, tandem or MSC of such other third party provider.

9.2 Toll Carrier Arrangements.

Where Ameritech carries the toll traffic pursuant to a Commission's Originating Responsibility Plan/Secondary Carrier Option (ORP/SCO), Primary Toll Carrier Plan or similar plan, Ameritech shall pay to Carrier Carrier's applicable rates. Payment to Carrier will be based on billing records provided to Ameritech by the Secondary ILEC. No payments shall be made by Ameritech on any Reverse Billing Traffic.

9.3 900/976 Traffic.

Each Party shall be responsible for the charges for 900/976 Traffic which originates on its own network. Nothing in this Agreement shall restrict either Party from offering to its Customers the ability to block the completion of 900/976 Traffic. Pursuant to a separately negotiated agreement, Ameritech will provide Carrier with rated billing information for such calls.

9.4 Calling Party Pays Traffic.

Carrier will be responsible for the charges for Calling Party Pays Traffic originated by its Customers and directed to other CMRS customers. However, Carrier will have no obligation to offer such CMRS-originated Calling Party Pays service. Upon request, Ameritech will provide Carrier rated billing information for such calls.

## 10. GENERAL RESPONSIBILITIES OF THE PARTIES

- 10.1 Cooperation. The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnection required to assure traffic completion to and from all Customers in their respective designated service areas.
- 10.2 Non-Binding Forecasts. Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party a rolling, six (6) calendar month, nonbinding forecast of its traffic and volume requirements for the Services provided under this Agreement in the form and in such detail as agreed by the Parties.
- 10.3 Facilities. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Ameritech's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 10.1, and 10.2. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.
- 10.4 Network Management.
- 10.4.1 Parties will agree to follow network management standards set forth in Ameritech's intrastate Access Tariff. Each party will cooperate to employ characteristics and methods of operation that will minimize interference with or impairment of the service of any facilities of the other or any third parties connected with the network of the other.
- 10.4.2 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 10.4.3 The Parties shall cooperate and share preplanning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

10.4.4 Neither Party shall use any Service related to or use any of the Services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

- (1) Promptly notify the other Party of such temporary discontinuance or refusal;
- (2) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (3) Inform the other Party of its right to bring a complaint to the Commission or FCC.

10.4.5 Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Carrier and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

10.4.6 Carrier shall acknowledge calls in accordance with the following protocols:

- (1) Carrier will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by Carrier;
- (2) Carrier will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by Carrier's terminal;
- (3) When Carrier's terminal is not able to complete calls because of a malfunction in the terminal or other equipment, Carrier will either

divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed; and

- (4) Carrier will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.

- 10.5 Sole Responsibility. Each Party is solely responsible for the Services it provides to its Customers and to other Telecommunications Carriers.
- 10.6 Fraud. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- 10.7 NXX Codes. Each Party is responsible for administering NXX codes assigned to it.
- 10.8 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identification ("CLLI") codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.
- 10.9 Systems Update. Each Party shall program and update its own systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.
- 10.10 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).
- 10.11 STPs. Each Party is responsible for requesting interconnection to the other Party's CCS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged using a direct connection to the STPs serving the desired LATA, through designated Ameritech State Gateway STP or through a third party provider which is connected to the other Party's signaling network. If Carrier does not possess STPs, Carrier may purchase access to Ameritech's SS7 Network as provided in Ameritech's Intrastate access tariff(s).

## 11. BILLING

- 11.1 Payment of Charges. Subject to the terms of this Agreement, Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of a documented invoice (the "Bill Due Date"). If the Bill Due Date is on a day other than a business day, payment will be made on the next business day. Payments will be made in U.S. dollars.
- 11.2 Invoices. Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Upon obtaining actual measurement capabilities, Reciprocal Compensation invoices from Carrier shall contain detail to substantiate billed traffic which originates from Ameritech's network. Acceptable information includes, but is not limited to, Ameritech originating end office CLLI and/or originating NPA NXX codes.
- 11.3 Interest on Unpaid Amounts. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.
- 11.4 No Netting. There shall be no netting of the amounts due herein against any other amount owed by one Party to the other.
- 11.5 Adjustments.
- 11.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.
- 11.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Underbilled Charges"); provided, however, that, except as provided in Section 17, the billing Party shall not bill for Underbilled Charges which were incurred more than two (2) years prior to the date that the billing Party transmits a bill for any Underbilled Charges.

## 12. TERM AND TERMINATION

- 12.1 Term. The initial term of this Agreement will be two (2) years (the "Initial Term"), which will commence on the Effective Date. This Agreement may be terminated by providing written notice of termination of this Agreement at least

one hundred twenty (120) days prior to the expiration of the Initial Term or at any time during any renewal term.

- 12.2 Renegotiation of Certain Terms. Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any renewal term, either party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to such expiration date. If a Party has given written notice of termination as set forth above, and if the Parties have not mutually agreed to temporarily extend the terms of this Agreement pending re-negotiation, this Agreement shall expire at the end of the Term and shall not govern the relationship of the Parties after that date.
- 12.3 Default. When a party believes that the other party is in violation of a term or condition of this Agreement ("Defaulting Party"), it will provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 17.
- 12.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

### 13. INDEMNIFICATION

- 13.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:
- 13.1.1 Any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract

with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

13.1.2 Any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("Claims"), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;

13.1.3 Any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

13.1.4 Any Loss arising from such Indemnifying Party's failure to comply with applicable law, other than the Act or applicable FCC or Commission rule.

13.2 Indemnification Procedures. Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party will defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a



compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim, and the relevant records of each Party will be available to the other Party with respect to any such defense.

#### **14. LIMITATION OF LIABILITY**

- 14.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.
- 14.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.
- 14.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a party's obligation under Section 13 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct. In no event, other than an obligation to make payments hereunder or to indemnify

pursuant to Section 13, will either Party's liability to the other be greater than the prior six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.

14.4 Limitation in Tariffs. Each Party shall provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss and (ii) any Consequential Damages.

14.5 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

## 15. **DISCLAIMER OF REPRESENTATION AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

## 16. **REGULATORY APPROVAL**

16.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder

of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

- 16.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days' following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.
- 16.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective as determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis.

## 17. DISPUTES

### 17.1 Disputed Amounts.

- 17.1.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-paying Party") shall within forty-five (45) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item; provided, however, that a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The nonpaying Party shall pay when due all undisputed amounts to the Billing Party. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months or the date on which the other Party received notice of such Disputed Amounts.
- 17.1.2 Disputed Amounts shall be subject to interest charges as set forth in Section 11. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable interest charges assessed no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Disputed Amounts and any accrued interest thereon no later than the second Bill Due Date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on interest charges.
- 17.1.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint within five (5) business days after a Party's receipt of such request a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- 17.1.4 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 17.1.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court may direct payment of any or all funds (including any accrued interest), plus applicable late fees, to be paid to either Party.
- 17.1.5 The Parties agree that all negotiations pursuant to this Section 17.1 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- 17.1.6 Any undisputed amounts not paid when due, shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under applicable law.
- 17.2 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 17.2. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) business days after a Party's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.
- 17.3 Alternative Dispute Resolution through Mediation. Notwithstanding Section 17.2, upon Carrier's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in

Paragraph 54 and Attachment D of the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "FCC Conditions"), the terms and conditions of which are incorporated herein by this reference.

- 17.4 Suspension of Conditions. Notwithstanding anything to the contrary in the Agreement or Section 17.3, if the Merger Agreement is terminated, or the FCC Conditions is overturned or any of the provisions of the FCC Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, the provisions described in Section 17.3 shall be automatically, without notice, suspended as of the date of such termination or order or finding and shall not apply after the date of such termination or order or finding.
- 17.5 Equitable Relief. Notwithstanding the foregoing this Section shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this Section.
- 17.6 Failure to Pay Undisputed Amounts. Notwithstanding anything to the contrary contained herein, if the Non-Paying Party fails to pay any undisputed amounts that are past due within fifteen (15) Business Days, of its receipt of demand from the Billing Party that such undisputed amounts are then due, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, stop processing new orders for any service or product requested by the Non-Paying Party hereunder until such date that the Billing Party receives such undisputed amounts in immediately available funds.

## 18. MISCELLANEOUS

### 18.1 Authorization.

- 18.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Illinois.
- 18.1.2 Carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

- 18.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement. Connecting channels, Connection Types and arrangements provided to Carrier by Ameritech will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.
- 18.3 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 18.4 Confidentiality.
- 18.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives") and with a Party, (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 18.4.2.
- 18.4.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving

Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 18 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

18.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

18.5 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Illinois, without reference to choice of law provisions except insofar as the Act and the FCC's rules and regulations may control any aspect of this Agreement. In addition, issues or disputes concerning this Agreement shall be raised with the Commission, except where the FCC clearly has sole jurisdiction.

18.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

18.7 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each



Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Notwithstanding the foregoing, Carrier may not assign nor transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is party to another agreement with Ameritech under Section 251/252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

- 18.8 NonWaiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 18.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To Carrier:

GTE Wireless of the Midwest Incorporated  
One GTE Place  
Alpharetta, Georgia 30004  
Attn: Director - Wireline Interconnection  
Facsimile: 678-339-8554

with a copy to:

GTE Wireless of the Midwest Incorporated  
One GTE Place  
Alpharetta, Georgia 30004  
Attn: Contracts Counsel  
Facsimile: 678-339-8668

To Ameritech:

Ameritech Information Industry Services  
350 North Orleans, Floor 5  
Chicago, Illinois 60654  
Attn.: Vice President Network Providers  
Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services  
350 North Orleans, Floor 5  
Chicago, Illinois 60654  
Attn.: Vice President and General Counsel  
Facsimile: (312) 595-1504

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

- 18.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 18.11 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 18.12 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 18.13 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

- 18.14 Technology Upgrades. Nothing in this Agreement shall limit Ameritech's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Ameritech shall provide Carrier written notice at least ninety (90) days prior to the incorporation of any such upgrades in Ameritech's network which will materially impact Carrier's service or such other period as prescribed by applicable FCC or Commission rule. Carrier shall be solely responsible for the cost and effort of accommodating such changes in its own network.
- 18.15 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 18.16 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.
- 18.17 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.
- 18.18 Technical Specifications. Subject to any special arrangements provided for herein, the design, installation, operations, and maintenance of all channels or equipment of Carrier and Ameritech which are used in handling interchanged traffic under this Agreement will be made in accordance with Bell Communications Research Technical Reference Numbers PUB43303; the Bell Communications Research list "Notes on the BOC Intra-LATA Network"; Bell Communications Research Technical Advisory TA-NPL-00145; and such other documents as may from time to time be referenced or as from time to time may be amended.
- 18.19 Testing. Ameritech and Carrier each may make reasonable tests and inspections of its channels, Connection Types and arrangements and may, upon notice to and coordination with the other, temporarily interrupt the channels, Connection Types and arrangements being tested or inspected. When cooperative testing is requested by either party, such testing will be done in accordance with the provisions set forth in Ameritech's intrastate Access Tariff.

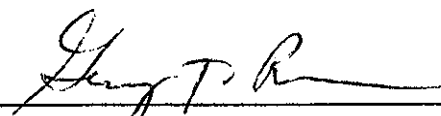
18.20 Equipment Space and Power. The Carrier will furnish or arrange to have furnished to Ameritech, at no charge, equipment space and electrical power required by Ameritech to provide facilities under this Agreement. The selection of AC or DC power will be mutually agreed to by the Carrier and Ameritech. The Carrier will also make necessary arrangements in order that Ameritech and its agents will have access to such equipment space at reasonable times for installing, inspecting, testing, repairing or removing its channels, Connection types or arrangements.


**19. NON-SEVERABILITY**

The services, arrangements, Interconnection terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 16. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.


IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date set forth below.

**GTE WIRELESS OF THE  
MIDWEST INCORPORATED**

By:   
Name: GARY T. Ream  
Vice President  
Title: Program Management & Mergers  
Integration  
Date: 12/7/99

By:   
Name: DALE S. VOYLES  
Title: ASSISTANT SECRETARY  
Date: 12/8/99

**AMERITECH INFORMATION  
INDUSTRY SERVICES**, a division of  
wireless affiliates  
Ameritech Services, Inc., on behalf of  
Ameritech Illinois

By:   
Name: Anne L. Zaczek  
Title: VP - Finance  
Date: 12/16/99